

**PURCHASE AND SALE AGREEMENT
THIS AGREEMENT CONTROLS THE TERMS FOR CONVEYANCE
OF REAL PROPERTY – READ CAREFULLY BEFORE SIGNING**

July 11, 2023

Grant County, Washington, a Washington county under Chapter 36.01 RCW (“Purchaser”), hereby offers to purchase from **Karl K. Northrup**, as his separate estate (“Seller”), upon the terms, covenants and conditions hereinafter set forth, that certain real property situated in Grant County, Washington, described as follows:

Lots 1, 2, 3 4 and 5, Block 12, Third Addition to Ephrata, according to the plat thereof recorded in Volume 1 of Plats, page 13, records of Grant County, Washington.

APN: 14-0905-000

SUBJECT TO rights reserved in federal patents or state deeds, reservations, restrictions, land use and zoning laws, plat dedications, and restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future municipal, county, state or other governmental or quasi-governmental assessments, including LID assessments and utility tap or connection charges, if any.

INCLUDING all improvements and fixtures situate on the above-described real property.

1. **Definitions.**

1.1 **Seller.** Karl K. Northrup; 21 C Street SW, Ephrata, Washington 98823.

1.2 **Purchaser.** Grant County, Washington, a Washington county under Chapter 36.01 RCW, Post Office Box 37, Ephrata, Washington 98837.

1.3 **Purchase Price.** \$445,000.

1.4 **Earnest Money.** \$10,000.

1.5 **The Property.** The real property as above-described including the Improvements unless the context clearly indicates otherwise.

1.6 **Improvements.** All fixtures and improvements which are a part of and situated on the Property at the date of this Agreement.

1.7 **Seller Disclosure.** A Seller’s Disclosure Statement regarding the Property made pursuant to RCW Ch. 64.06.

1.8 **This Agreement.** This Purchase and Sale Agreement.

1.9 **Date of this Agreement.** The date this Agreement is signed by Seller (to be inserted on page 1 by Closing Agent if not done so by Seller).

1.10 Closing Agent. The Closing Agent will be Frontier Title & Escrow Company, 324 South Ash, Suite F, Moses Lake, Washington 98837.

1.11 Closing Date. August 31, 2023, the scheduled date for Purchaser and Seller to: (a) deposit with Closing Agent all funds required by this Agreement; (b) execute all instruments, and documents necessary to close the conveyance of the Property on the terms and conditions set forth in this Agreement, and (c) certify that all contingencies and conditions precedent to Closing have been fully satisfied or waived

1.12 Title Company. Frontier Title & Escrow Company, 324 South Ash, Suite F, Moses Lake, Washington 98837.

1.13 Title Policy. A 2016 ALTA standard form Owner's Policy of Title Insurance issued by the Title Company insuring that Seller has merchantable title to the Property, subject only to the Permitted Encumbrances, in the amount of the Purchase Price to be delivered to Purchaser following Closing.

1.14 Preliminary Title Commitment ("PTC"). A preliminary commitment to issue the Title Policy prepared by the Title Company containing the legal description of the Property and the benefits, burdens and encumbrances affecting the Property on the date of issue, including all terms and conditions for issuing the Title Policy.

1.15 Permitted Encumbrances. Encumbrances or defects affecting the Property, limited to those which are standard exceptions in policies of title insurance issued by the Title Company with respect to real property similarly situated as the Property, those listed as encumbrances or defects in this Agreement, those acceptable to or waived by Purchaser and those attaching through any persons other than Seller subsequent to the Closing Date.

1.16 Deed. A Statutory Warranty Deed to be signed by Seller on the Closing Date and recorded with the office of the Auditor of Grant County, Washington, whereby marketable title to the Property, subject only to the Permitted Encumbrances, shall be conveyed to Purchaser.

1.17 Closing. The activities of Closing Agent on or about the Closing Date to complete conveyance of the Property from Seller to Purchaser in accordance with this Agreement which includes, but is not limited to: (a) receipting all monies, executed instruments and documents to effect the conveyance of the Property; (b) properly recording and filing necessary instruments and documents; (c) satisfying of the public record or otherwise all encumbrances or defects in title; and (d) properly distributing proceeds of conveyance to the persons entitled thereto.

1.18 Party(ies). Party shall refer to Seller and Purchaser individually, and Parties shall refer to Seller and Purchaser jointly.

2. Offer. Purchaser's offer to Seller is to purchase the Property in its present condition, "AS IS", unless otherwise specifically set forth herein, on and subject to the terms, covenants and conditions herein contained and is made subject to acceptance by Seller on or before July 20, 2023, at 05:00 p.m., unless this offer is sooner withdrawn by Purchaser.

3. Earnest Money. Within ten (10) business days after the date of last counterpart signature to this Agreement, Purchaser shall deposit into escrow maintained by Closing Agent, the

sum of \$10,000 as "Earnest Money" and in part payment of the purchase price for the purchase of the Property. Except as otherwise provided in this Agreement, the Earnest Money is nonrefundable and shall be retained by Seller whether or not conveyance of the Property pursuant to the terms of this Agreement closes unless failure to close is fault of Seller in which case the Earnest Money shall be refunded to Purchaser on the Closing Date.

4. **Purchase Price Payment.** On the Closing Date, Purchaser shall pay the Purchase Price as follows:

On the Closing Date, Purchaser shall pay Seller the sum of \$445,000, of which the earnest money shall be part by cashier's check.

5. **Closing Date/ Closing Agent.** Closing of the conveyance of the Property shall take place on the Closing Date or such earlier date as the Parties may agree in writing, in the offices of Closing Agent.

6. **Title.** On the Closing Date, Seller shall have merchantable title to the Property, free of all encumbrances or defects, except the Permitted Encumbrances.

7. **Conveyance of the Property.** On or as soon as practical following the Closing Date, Seller shall sign the Deed and Closing Agent shall cause the same to be recorded in the office of the Auditor of Grant County, Washington.

8. **Title Insurance.**

8.1 Seller shall cause a PTC to be furnished to Purchaser, within three (3) days of the Date of this Agreement.

8.2 As soon as practical after the Closing Date, Seller shall direct the Title Company to deliver the Title Policy to Purchaser, in the amount of the Purchase Price containing no encumbrances or defects against the Property other than the Permitted Encumbrances.

8.3 Seller shall pay all premiums charged for the PTC and the Title Policy, including any cancellation fee. Closing Agent shall not be responsible for delivery of the Title Policy.

8.4 If title is not insurable as herein provided and cannot be made so insurable as part of Closing, all rights of Purchaser hereunder shall terminate.

9 **Authorization.** The Parties authorize Closing Agent up to and including the Closing to supplement, modify or correct the legal description of the Property and the above-described benefits, burdens and encumbrances to be consistent with the descriptions thereof disclosed by the PTC, as well as date down endorsements supplementary thereto, if erroneous, inaccurate or incomplete (but only to the extent any such burdens and encumbrances are permitted to encumber the Property on the Closing Date as provided herein).

10 **Seller's Disclosure Statement.** Seller shall furnish to Purchaser a completed Seller Disclosure within ten (10) days of the date of this Agreement.

11 **Survival of Representations.** Unless the context of this Agreement clearly indicates to the contrary, all representations, covenants and warranties contained in this Agreement shall survive

the Closing Date.

12 **Prorated Items.** Real property taxes and assessments for 2022, and other charges or assessments (other than utility charges) which, if unpaid, may constitute liens against the Property, shall be prorated between the Parties as of the Closing Date, and funds to pay therefore deposited with Closing Agent on the Closing Date for proper application and payment unless the Parties agree otherwise.

13 **Possession.** Possession of the Property shall be granted Purchaser on the Closing Date by which date Seller shall have removed all of Seller's personal property and completely vacated the Property.

14 **Maintenance of Property.** Until the Closing Date, Seller shall keep and maintain the entire Property in as good a state of repair as it was on the Date of this Agreement, reasonable wear, tear and Acts of God alone excepted. All maintenance shall be at Seller's sole cost and expense and neither Purchaser nor the Property shall be liable therefore, nor subject to any attachment or lien as a result thereof.

15 **Closing Costs.** On demand of Closing Agent, and not later than the Closing Date, the Parties shall deposit with Closing Agent all monies (by cashier's check), instruments, and documents necessary to close the conveyance of the Property and shall execute all instruments and documents reasonably necessary to effect the conveyance of the Property on the terms and conditions set forth in this Agreement. The costs of Closing, exclusive of the Purchase Price, real property taxes, and proratable items to be deposited with Closing Agent by wire transfer and shall be borne by the Parties as follows:

	SELLER	PURCHASER	SPLIT
Attorney's Fees	Each pays own	Each pays own	
Title Insurance Premium	✓		
Excise Tax	✓		
Closing Fees			✓
Recording Fees		✓	

16 **Closing Activities.** As soon as practical following the Closing Date, Closing Agent shall properly record and file necessary instruments and documents and proceeds of conveyance shall be distributed to Seller and or applied against obligations of Parties as provided in this Agreement and in any Closing Statements signed by Parties as part of Closing, which Closing Statement when signed shall be deemed a part of this Agreement.

17 **Closing Activities.** As soon as practical following the Closing Date, Closing Agent shall properly record and file necessary instruments and documents and proceeds of conveyance shall be distributed to Seller and or applied against obligations of Parties as provided in this Agreement and in any Closing Statements signed by Parties as part of closing, which Closing Statement when signed shall be deemed a part of this Agreement.

18 **Failure to Close.** If Closing Agent is unable to Close the conveyance of the Property by 5:00 p.m. on the Closing Date in compliance with the provisions of this Agreement because of the fault of one or the other of the Parties, the Party who is not at fault with respect to Closing Agent's inability to close shall have the right, upon giving written notice to Closing Agent, to terminate this Agreement. Upon receipt of such notice, Closing Agent is authorized and directed to return any

instruments, documents and sums deposited by the Parties with Closing Agent to the respective Parties, less their respective shares of any fees and costs incurred by Closing Agent. In the event the Party not at fault does not give such notice and Closing Agent is still unable to close the conveyance on or before a date which is thirty (30) days following the Closing Date, then, unless Closing Agent has received a written extension agreement signed by Parties, Closing Agent shall return to the respective Parties any instruments, documents and sums deposited by them less their respective shares of Closing Agent's fees and costs incurred for which Parties shall be jointly and severally liable.

19 **Closing Instructions / Disputes.** All sums deposited with Closing Agent shall be deposited into and disbursed by check from Closing Agent's trust account. All documents, instruments and checks to be delivered to the respective Parties are to be mailed to the respective Parties at the addresses set forth on the signature page of this Agreement, unless either or both Parties give written instructions to Closing Agent to the contrary or take personal delivery. Should Closing Agent, before Closing receive or become aware of any conflicting demands of the Parties with respect to the Closing instructions contained in this Agreement or the rights of any of the Parties hereto, or for any money or property deposited herein or affected hereby, Closing Agent shall have the right to discontinue any and all further acts on its part to be performed until such conflict is resolved to the mutual satisfaction of Closing Agent and the Parties hereto; and if not resolved, Closing Agent shall have the further right to commence or defend any action or proceeding for the resolution of such conflict, or to file a suit in interpleader, and in the event Closing Agent does so, it shall be fully released and discharged from all other and further obligations imposed upon it by this Agreement and Parties shall jointly and severally pay Closing Agent all fees, including reasonable attorney's fees and costs incurred by Closing Agent in any such proceeding, which may be retained by Closing Agent from the sums on deposit with the Closing Agent. No notice, demand or change of instruction to Closing Agent other than as contained herein shall be of any effect or binding on Closing Agent unless given in writing, signed by Parties and accepted in writing by Closing Agent. The obligations of Closing Agent hereunder are confined to the performance of those instructions specifically given to Closing Agent in this Agreement and those given in subsequent documents, if any, signed by Parties and accepted in writing by Closing Agent.

20 **Effect of Closing.** The Parties by depositing all necessary funds and executing all necessary documents and instruments to effect Closing shall be deemed to have certified that all contingencies and conditions precedent to Closing have been fully satisfied or waived.

21 **Default.** If either Party defaults (that is, fails to perform the acts required of such Party) in the performance of the contractual requirements specified herein, the non-defaulting Party may seek specific performance to enforce this Agreement, damages, or rescission.

22 **Environmental Indemnity.** Seller shall defend, indemnify and hold Purchaser and Purchaser's directors, officers, employees, agents, assigns and successors in interest harmless from and against any and all claims, expenses (including attorney's fees and costs), losses and liability whatsoever arising out of or in any way related to environmental contamination of the Property (including contamination from hazardous substances or hazardous wastes as defined by applicable federal and state law) occurring prior to the Closing Date or to the testing therefor or any and all clean-up, remediation, or correction thereof, and whether or not the performance of such work or activities is required by any governmental agency, under any order imposed by any court or governmental agency or voluntarily undertaken.

23 **Attorney's Fees and Costs.** If either Party shall be in breach or default of this Agreement, the non-defaulting Party shall have the right at the defaulting Party's expense, to retain

an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce such Party's rights under this Agreement. The defaulting Party shall pay all costs and expenses so incurred by the non-defaulting Party, including but without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation), and the failure of the defaulting Party to promptly pay the same shall cause a failure of cure of the specified default and shall in itself constitute a further and additional default of this Agreement. In the event either Party hereto institutes any action (including arbitration) to enforce the provisions of this Agreement or for any cause arising out of this Agreement, or to procure an adjudication or determination of the rights of the Parties hereto, the losing Party shall pay or reimburse the prevailing Party for all of its court costs and reasonable attorneys' fees and fees or costs normally charged or advanced by such attorneys for items such as title reports, photocopies, telephone tolls, mileage, travel, boarding, expert fees, accounting fees or other advanced costs and fees, including such costs and fees that are incurred on appeal and in the enforcement in any judgment. In the event it is necessary for either Party to employ counsel or incur expense, in or out of court in any bankruptcy or reorganization proceedings, to enforce, establish or protect such Party's rights hereunder, such Party who prevails therein or so protects or establishes such Party's rights hereunder is entitled to recover from the other Party all reasonable attorneys' fees and expenses so incurred. All payments and reimbursements required by this section shall be due and payable on demand, and may be offset against any sums owed to the Party so liable in order of maturity, and shall bear interest at the rate of 12%, per annum, from the date of demand to and including the date of collection or the due date of any sum against which the same is offset, as the case may be.

24 Notices.

24.1 Any notice, consent or other communication under this Agreement is effective only if it is:

- a. in writing, signed by or on behalf of the person giving it;
- b. addressed to the person to whom it is to be given and delivered personally or by courier or sent by pre-paid U.S. certified mail, return receipt requested, to that Party's address listed below.

24.2 A notice, consent or other communication that complies with the foregoing is regarded as given and received:

- a. on the date delivered; or
- b. if it is sent by mail - two (2) business days following proper mailing.

24.3 Each Party's mailing address is set out below, or as either Party hereafter notifies the other Party:

Seller: Karl K. Northrup
 21 C Street SW
 Ephrata, Washington 98837

Purchaser: Grant County
Post Office Box 37
Ephrata, Washington 98823

25 **Time.** Unless otherwise expressly provided herein, any period of time specified in this Agreement shall expire at 5:00 p.m. on the last calendar day of the specified period of time.

26 **Non-Assignment.** Purchaser's rights under or interest in this Agreement may not be as-signed by Purchaser.

27 **Amendment.** All modifications or waivers of any covenants, agreements and conditions of this Agreement and any amendments hereof shall only be effective if in writing and signed by the Parties.

28 **Brokers.** Neither Seller nor Purchaser have become legally obligated to or used any finder, broker or real estate agent in connection with the conveyance of the Property. Seller and Purchaser shall each defend, indemnify and hold the other harmless from and against all brokerage commissions or finders' fees or claims therefor payable in connection with the conveyance of the Property resulting from the acts or omissions of the indemnifying party.

29 **No Waiver.** The waiver by either Party of the performance of any covenant, condition or promise, including the time for performance thereof on the part of the other Party, shall not invalidate this Agreement, nor shall it be considered to waive the full and timely performance of any other covenant, condition or promise contained herein. The exercise of any remedy provided by law or by this Agreement shall not exclude any other remedy, unless it is expressly excluded herein.

30 **Time of Essence.** Time is of the essence of each and every covenant, condition and agreement of this Agreement.

31 **FIRPTA Compliance.** If Purchaser does not intend to use the Property as a principal residence, or if the Purchase Price exceeds \$300,000, then the conveyance of the Property may be subject to the withholding and recording requirements of IRC §1445 (Foreign Investment in Real Property Tax Act) unless Seller furnishes to Purchaser an affidavit of non-foreign status. Parties agree to comply with FIRPTA, if applicable, and Closing Agent shall not be responsible for compliance therewith.

32 **Applicable Law/ Venue/ Currency.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any laws or statutes governing the subject matter hereof, such laws or statutes only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in Grant County. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

33 **Construction.**

33.1 Captions and the organization of paragraphs in this Agreement are for convenience only and shall not be used in construing meaning or interpretation. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for or against any Party hereto, and without implying a presumption that the terms of this Agreement shall be more strictly construed against one Party by the reason of the Rule of Construction that a document is to be construed more strictly against the person or such person's representatives who drafted the same. In the case of this Agreement, the Parties or their representatives have participated in the preparation of this Agreement.

33.2 In the event this Agreement is in conflict with the provisions of any laws, statutes or regulations governing the subject matter hereof, such laws, statutes or regulations only to the extent of such conflict shall be controlling and this Agreement shall be deemed to be modified or amended to be in conformity therewith.

34 **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Agreement, supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter hereof. Neither Seller nor Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

35 **Effect of Signatures.** Each person signing below executes this Agreement in his or her individual capacity and on behalf of any marital community of which he or she is a member, except where a signature is designated as a representative signature.

36 **Heirs and Assigns.** The terms, covenants, agreements and conditions of this Agreement are binding upon and shall inure to the benefit or detriment of the legal representatives, assigns and successors in interest to the Parties hereto.

37 **Facsimile/Electronic Signatures.** This Agreement may be transmitted between the Parties and Closing Agent by facsimile or electronic mail and for all purposes of this Agreement, faxed or electronically mailed signatures constitute original signatures and faxed or electronically mailed version of this Agreement and all documents, agreements or instruments ancillary hereto containing the signatures (original, faxed or emailed) of all the Parties (whether in one or multiple counterparts) is binding on the Parties.

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PURCHASER:

GRANT COUNTY, a Washington
county under Chapter 36.01 RCW

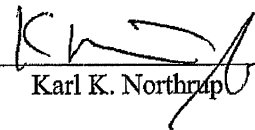
By: _____
Rob Jones, Chair

By: _____
Cindy Carter, Vice-Chair

By: _____
Danny E. Stone, Member

Attest: _____
Barbara Vasquez
Clerk of the Board

SELLER:

By:  _____
Karl K. Northrup